

Tommie C. Martin, District I
610 E. Highway 260 Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
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(928) 425-3231 Ext. 8753

John D. Marcanti, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8511



GILA COUNTY
www.gilacountyaz.gov

Don E. McDaniel Jr., County Manager
Phone (928) 425-3231 Ext. 8761

Jeff Hessenius, Finance Director
Phone (928) 425-3231 Ext. 8743

1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 120915
REPLACE WASTE OIL FURNACE IN GAS SHOP AT STAR VALLEY, ARIZONA

THIS AGREEMENT, made and entered into this 16TH day of DECEMBER, 2015, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and DSI Recycling Systems, Inc., of the City of Sullivan, State of Illinois, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Public Works Director** or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

Scope of Work: Refer to attached Attachment "A" to **Service Agreement 120915** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 120915** by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A" to **Service Agreement 120915**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

ARTICLE 2 – TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE 4 - INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability - Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- | | |
|---|-------------|
| • General Aggregate | \$2,000,000 |
| • Products - Completed Operations Aggregate | \$1,000,000 |
| • Personal and Advertising Injury | \$1,000,000 |
| • Each Occurrence | \$1,000,000 |

- a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".**

2. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease - Each Employee	\$100,000
Disease - Policy Limit	\$500,000

- a. Policy shall contain a **waiver of subrogation** against the County of Gila.

3. **Automobile Liability**

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)

\$1,000,000

a. The policy shall be endorsed to include the following additional insured language:

The County of Gila shall be named as additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor”.

4. **Professional Liability (Errors and Omissions Liability)**

Each Claim

\$1,000,000

Annual Aggregate

\$2,000,000

a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an “A.M. Best” rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project.

Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to jsgroi@gilacountyaz.gov. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies **or** Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

ARTICLE 6 – WARRANTY: Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

ARTICLE 7 – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 8 – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 9 – RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 10 – NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

ARTICLE 11 – ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 12 – NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

ARTICLE 13 – GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 14– TERM: The Contract commences on the date it is signed by the County Manager and expires thirty (30) days from that date.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid an amount not to exceed **\$8,995.00** for completion of the projects as outlined in the Scope of Services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

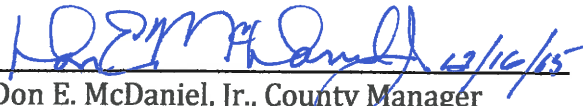
Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

IN WITNESS THEREOF, Two (2) identical counterparts of this contract, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY


Don E. McDaniel, Jr., County Manager

DSI RECYCLING SYSTEMS, INC.


Authorized Signature


Print Name



SALES PROPOSAL

Telephone: 800-824-4115 • Fax: 888-626-7843

Ship To ATTN SHANNON COONS
Gila County Public Works - Timber Bill To Date 12-3-15
5320 E Hwy 260 Gila County Finance
Star Valley, Az. 1400 E Ash St
85541 Globe, Az 85501
Phone 928-402-9521, Fax 928-425-8104

Clean Burn Multi Oil Furnace Model Replace CB-2800 - WCB 2500

Complete with: remote oil transfer pump, washable 100 micron oil filter, brass check valve, vacuum and pressure gauges, barometric damper, wall mounted thermostat, and manual.

Insulated Stainless Steel Chimney Will use existing chimney

Installation as per Basic Installation Guide N°

- (1) CB-2500 Waste Oil Furnace \$6995⁰⁰
 - (2) Will use existing Stove Pipe and Chimney
 - (3) Installation + Removal of old unit \$2000⁰⁰
 - (4) Freight (If offer accepted in 15 days I will pay freight) 490⁰⁰
 - (5) Tax Self Assessed
 - (6) If County doesn't have a lift there will be a additional fee
 - (7) I feel the old unit could be a safety issue
- TOTAL \$ 9485⁰⁰

Terms: If I have A P.O. within 15 days I will Pay Freight At that point Total would be \$ 8995⁰⁰

All material is guaranteed to be as specified. All work to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Failure to pay this contractor or those persons supplying material or services to complete this contract can result in the filing of a mechanic's lien on the property which is the subject of this contract pursuant to chapter 429, RSMO. Applicable taxes extra.

Warranty
~~4 Years~~

Proposed by:

Accepted by:

Date Accepted:

Gary East

Authorized Signature

DSI

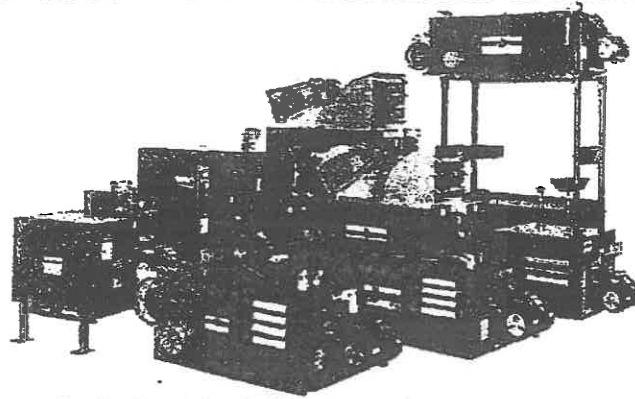
Note: This proposal may be withdrawn if not accepted within 15 days.

Source: _____



Multi Oil Heating Systems - "Proven quality and dependability since 1979"

AZ Used Drain Oil Furnaces & Boilers



Only the Best Used Oil Furnaces in Payson, Arizona

Authorized Sales

We sell used oil boilers and heating systems to a wide variety of businesses throughout the state. Our systems let you safely and economically burn used oil generated on-site.

For Sales:

Call Gary at (523) 680-2006

Email: garyeast@gmail.com

Installation & Maintenance

Our experts provide factory-authorized furnace repair, installation and maintenance services for used oil heating systems. Regular maintenance is vital to ensure that your system is operating properly.

For Installation & Maintenance:

Call Herm at (928) 472-4401

Hours: Mon - Fri 7am to 5pm Afterhours & Emergency Service available

Our Story

Reduce your utility expenses with quality equipment from AZ Used Drain Oil Furnaces & Boilers. Based in Payson, Arizona, we serve business throughout the state. Backed by more than 30 years of experience, we are one of the most reliable and knowledgeable furnace dealers in the industry. Our fully trained and authorized technicians are always honest and can handle any situation.

To SHANNON COONS (Gila County Finance)

FAX # 928-425-8104

FROM GARY EAST ARIZONA CLEAN BURN DISTRIBUTOR

FAX# 928-476-1457

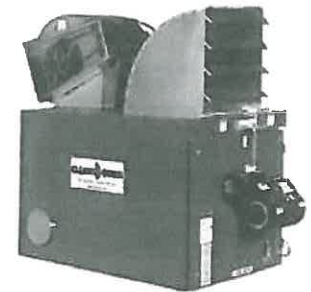
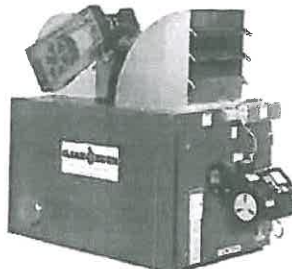
- (1) The old CB-2800 when running properly has approx. 72-75% efficiency
- (2) The New Proposed CB-2500 functions at approx. 83% efficiency
- (3) Expected life of unit when properly maintained is approx 15-18 yrs
- (4) The old CB-2800 has been welded and I was told it had a chamber and chimney mis-fire
- (5) I feel with my past experience it is possibly a safety issue

Furnaces **CLEAN BURN**


6 ft. figure
shown for scale

	CB-140	CB-1750	CB-2500
*Maximum BTU/hour	140,000 (41 kW)	175,000 (51.25 kW)	250,000 (73 kW)
*Maximum oil consumption	1.0 GPH (3.8 L/h)	1.2 GPH (4.54 L/h)	1.7 GPH (6.4 L/h)
Fuels	← Used oils: Crankcase, ATF, hydraulic Fuel oils: #2, #4, and #5 fuel oil →		
Air flow output (CFM)	Unit heater 2000 Axial fan Furnace cannot be ducted	Unit heater 1700 Central furnace (ducted) 0.25 SPWC (in.) 1500 0.30 SPWC (in.) 1400	Unit heater 2700 Central furnace (ducted) 0.25 SPWC (in.) 2500 0.40 SPWC (in.) 2400
*Air compressor req'd	2.0 CFM @ 20 PSI (3.4 m³/h @ 1.4 bar)	2.0 CFM @ 20 PSI (3.4 m³/h @ 1.4 bar)	2.0 CFM @ 20 PSI (3.4 m³/h @ 1.4 bar)
Stack size	6 inch dia. (152.4mm dia.)	8 inch dia. (203mm dia.)	8 inch dia. (203mm dia.)
Furnace dimensions, assembled L x W x H (inches) (millimeters)	45" L x 28 W x 20 H (1143 x 711.2 x 508)	83 x 29.25 x 31.5 (2190 x 743 x 787)	103.25 x 29.25 x 31.5 (2623 x 743 x 787)
Approx. weight (Uncrated furnace system)	300 pounds (136.07 kg)	406 pounds (182.7 kg)	509 pounds (229.1 kg)
Electrical requirements	115 VAC 60 Hz, single phase 20 A circuit breaker	115 VAC 60 Hz, single phase 20 A circuit breaker	115 VAC 60 Hz, single phase 30 A circuit breaker

* Values indicated above are nominal. Actual values will vary depending on fuel and installation.

6 ft. figure
shown for scale

	CB-3250	CB-3500	CB-5000
*Maximum BTU/hour	325,000 (95.3 kW)	350,000 (102 kW)	500,000 (146 kW)
*Maximum oil consumption	2.1 GPH (7.91 L/h)	2.5 GPH (9.5 L/h)	3.6 GPH (13.6 L/h)
Fuels	← Used oils: Crankcase, ATF, hydraulic Fuel oils: #2, #4, and #5 fuel oil →		
Air flow output (CFM)	Unit heater 3300 Central furnace (ducted)	Unit heater 4200 Central furnace (ducted)	Unit heater 5500 Central furnace (ducted)



CLEAN BURN

PRODUCTS ▾ OIL RECYCLING ▾ COMPARE ▾ PROMOTIONS ▾ FIND DISTRIBUTOR ▾

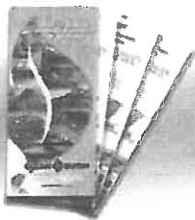
FIND DISTRIBUTOR

United States

Canada

International

**CLEAN BURN®
PRODUCT BROCHURE**



CLICK HERE TO VIEW

popular at facilities such as 2 to 4 bay auto repair and truck service shops. The CB-2500 is highly versatile and reliable and can be easily ceiling mounted or used in conjunction with a Clean Burn Recycling Center. Although many factors affect furnace selection, the CB-2500 is frequently used in facilities generating or collecting more than 1000 gallons of waste oil annually. A Clean Burn Distributor is the expert you want for furnace selection and installation.

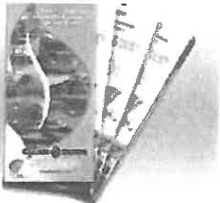
COMPARE FURNACES

MODEL CB-2500	SPECS.
*Maximum BTU/hour	250,000 (73 kW)
*Maximum oil consumption	1.7 GPH (6.4 L/h)
Fuels	Used oils: Crankcase, ATF, hydraulic Fuel oils: #2, #4, and #5 fuel oil
Air flow output (CFM)	Unit heater 2700 Central furnace (ducted) 0.25 SPWC (in.) 2500 0.30 SPWC (in.) 2400
*Air compressor required	2.5 CFM @ 25 PSI (4.25 m ³ /h @ 1.7 bar)
Stack Size	8 inch dia.(20cm dia.)
Furnace Dimensions, Assembled	103.25" L x 29.25" W x 31.5" H (262cm x 74cm x 79cm)

Browser address bar: <https://www.cleanburn.com> CB-2500 - CLEAN BURN

CLEAN BURN

PRODUCTS ▾ OIL RECYCLING ▾ COMPARE ▾ PROMOTIONS ▾ FIND DISTRIBUTOR ▾ 🔍



CLICK HERE TO VIEW

installation.

COMPARE FURNACES

Full flow output (CFM)	With heater 2500 Central furnace (ducted) 0.25 SPWC (in.) 2500 0.30 SPWC (in.) 2400
*Air compressor required	2.5 CFM @ 25 PSI (4.25 m ³ /h @ 1.7 bar)
Stack Size	8 inch dia.(20cm dia.)
Furnace Dimensions, Assembled	103.25" L x 29.25 W x 31.5 H (262cm x 74cm x 79cm)
Approx. Weight (uncrated)	509 pounds (229.1 kg)
Electrical Requirements	115 VAC 60 Hz, single phase 30 A circuit breaker

**Values indicated above are nominal. Actual values will vary depending on fuel and installation.*

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ATTACHMENT "A" TO SERVICE AGREEMENT NO. 120915

PAGE 6 OF 6

**WARRANTY INFORMATION**

Clean Burn, LLC, MANUFACTURER, hereby warrants that MANUFACTURER's furnaces shall be free from defect in material and workmanship under normal use according to the provisions and limitations herein set forth.

MANUFACTURER warrants the heat exchanger/combustion chamber for a period of ten (10) years or 15,000 hours, whichever comes first, from the date of purchase by the original purchaser, as follows:

If the defect occurs within the first ten (10) years or 15,000 hours, whichever comes first, Clean Burn will replace or repair the heat exchanger/combustion chamber.

MANUFACTURER warrants all other Clean Burn component parts, including the energy retention disk, for a period of one (1) year from the date of purchase by the original purchaser.

LIMITATIONS:

The obligation of MANUFACTURER for breach of warranty shall be limited to products manufactured by MANUFACTURER, (1) that are installed, operated and maintained according to MANUFACTURER's instructions furnished and/or available to the purchaser upon request; (2) that are installed according to all other applicable Federal, State and local codes or regulations; and (3) that the purchaser substantiates were defective in material and workmanship notwithstanding that they were properly installed and correctly maintained as set forth above and were not abused or misused. The MANUFACTURER may request service records or require photos of the installation or defect.

The obligation of MANUFACTURER shall be limited to replacing or repairing the defective product, at the option of the MANUFACTURER. MANUFACTURER shall not be responsible for any labor or costs or removal or reinstallation of its products and shall not be liable for transportation costs to and from its plant at Janesville, Wisconsin.

Use of parts for modification or repair of the product or any component part thereof not authorized or manufactured by MANUFACTURER specifically for such product shall void this warranty.

This warranty shall not apply to any damage to or defect in any of MANUFACTURER's products that is directly or indirectly caused by (1) force majeure, Act of God or other accident not related to an inherent product defect; or (2) abuse, misuse or neglect of such product, including any damage caused by improper assembly, installation, adjustment, service, maintenance or faulty instruction of the purchaser.

Other than as expressly set forth hereinabove, MANUFACTURER makes no other warranty, express or implied, with respect to any of MANUFACTURER's products, including but not limited to any warranty of merchantability or fitness for a particular purpose.

And in no event shall MANUFACTURER be responsible for any incidental or consequential damages of any nature suffered by purchaser or any other person or entity caused in whole or in part by any defect in any of MANUFACTURER's products. Any person or entity to whom this warranty extends and who claims breach of warranty against MANUFACTURER must bring suit thereon within one year from the date of occurrence of such breach of warranty or be forever barred from any and all legal or other remedies for such breach of warranty.

MANUFACTURER is not responsible for and hereby disclaims any undertaking, representation or warranty made by any dealer, distributor or other person that is inconsistent with or in any way more expansive than the provisions of this limited warranty.

This warranty grants specific legal rights and shall be read in conformity with applicable state law. In some jurisdictions, the applicable law mandates warranty provisions that provide greater legal rights than those provided for herein. In such case, this limited warranty shall be read to include such mandated provisions; and any provision herein that is prohibited or unenforceable in any such jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions and without affecting the validity or enforceability of such provision in any other jurisdiction(s).

May 1, 2012